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8 Attorneys for the Plaintiff

9
10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12 **EDWARD C. HUGLER,**
13 Acting Secretary of Labor,
United States Department of Labor,

14 Plaintiff,

15 v.

16 **Matig Corporation**, doing business as
17 Cash 2 U;
18 **Angel's Recycling;**
19 **Michael Ameri**, individually;
Amita Duggal, individually;

20 Defendants.
21

Case No. 2:16cv02903-FMO-E

CONSENT JUDGMENT

22 *On January 20, 2017 Edward C. Hugler was appointed the
23 Acting Secretary of Labor. Pursuant to FRCP 25(d)
Mr. Hugler is substituted as the Plaintiff in this action

24
25 Plaintiff Thomas E. Perez, Secretary of Labor, United States Department of Labor
26 ("Secretary") and Defendants, Defendants Matig Corporation, Michael Ameri individu-
27 ally and as managing agent of corporate defendant, Amita Duggal, individually and as
28 managing agent of corporate defendant, (collectively "Defendants"), have agreed to re-

1 solve the matters in controversy in this civil action and consent to the entry of this Con-
2 sent Judgment in accordance herewith:

3 A. The Secretary filed a Complaint in the above-captioned proceeding naming
4 Defendants and alleging that Defendants violated provisions of sections 6, 7, 11(c),
5 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended (“FLSA”),
6 29 U.S.C. §§ 206, 207, 211(c), 215(a)(2) and 215(a)(5). Defendants have appeared in
7 this action.

8 B. Defendants neither admit nor deny the allegations in the Complaint.

9 C. The Secretary and Defendants waive Findings of Fact and Conclusions of
10 Law, and agree to the entry of this Consent Judgment in settlement of this action, with-
11 out further contest.

12 D. Defendants admit that the Court has jurisdiction over the parties and subject
13 matter of this civil action and that venue lies in the Central District of California.

14 E. Defendants understand and agree that demanding or accepting any of the
15 funds due employees under this Judgment or threatening any employee or retaliating
16 against any employee for accepting money due under this Judgment or for exercising
17 any of their rights under the FLSA is specifically prohibited by this Judgment and may
18 subject the Defendants to equitable and legal damages, including punitive damages and
19 civil contempt.

20 F. Defendants acknowledge that Defendants and any individual or entity act-
21 ing on their behalf or at their direction (including but not limited to managers or supervi-
22 sors at Defendants’ recycling facilities) have notice of, and understand, the provisions of
23 this Consent Judgment.

24 It is therefore, upon motion of the attorneys for the Secretary, and for cause
25 shown,

26 ORDERED, ADJUDGED, AND DECREED that the Defendants, their officers,
27 agents, servants, and employees and those persons in active concert or participation with
28 them who receive actual notice of this order (by personal service or otherwise) be, and

1 they hereby are, permanently enjoined and restrained from violating the provisions of
2 Sections 11(a), 15(a)(2), 15(a)(3), and 15(a)(5) of the FLSA, 29 U.S.C. §§ 211(a),
3 215(a)(2), 215(a)(3), and 215(a)(5), in any of the following manners:

4 1. Defendants shall not, contrary to FLSA § 6, 29 U.S.C. § 206, pay any employ-
5 ee who in any workweek is engaged in commerce, within the meaning of the FLSA, or is
6 employed in an enterprise engaged in commerce or in the production of goods for com-
7 merce, within the meaning of FLSA § 3(s), wages at a rate less than \$7.25 an hour (or
8 less than the applicable minimum rate as may hereafter be established by amendment to
9 the FLSA).

10 2. Defendants shall not, contrary to FLSA § 7, 29 U.S.C. § 207, employ any em-
11 ployee who in any workweek is engaged in commerce, within the meaning of the FLSA,
12 or is employed in an enterprise engaged in commerce or in the production of goods for
13 commerce, within the meaning of FLSA § 3(s), for any workweek longer than 40 hours
14 unless such employee receives compensation for his or her employment in excess of 40
15 hours in such workweek at a rate not less than one and one-half times the regular rate at
16 which he or she is employed.

17 3. Defendants shall not fail to make, keep, make available to authorized agents of
18 the Secretary for inspection, transcription, and/or copying, upon their demand for such
19 access, and preserve records of employees and of the wages, hours, and other conditions
20 and practices of employment maintained, as prescribed by regulations issued, and from
21 time to time amended, pursuant to FLSA §§ 11(c) and 15(a)(5), 29 U.S.C. §§ 211(c) and
22 215(a)(5) and the implementing regulations found in Title 29, Code of Federal Regula-
23 tions, Part 516.

24 4. Defendants, jointly and severally, shall not continue to withhold the pay-
25 ment of \$ 65,000 in minimum wage and overtime pay hereby found to be due under the
26 FLSA to 29 employees, as a result of their employment by Defendants during the period
27 of April 27, 2013 through February 14, 2015 (“back wage accrual period”) as set forth in
28 the attached Exhibit 1, showing the name of each employee and listing on the same line

1 the gross backwage amount due the employee and the period covered by the Consent
2 Judgment.

3 5. IT IS ORDERED AND ADJUDGED that the plaintiff shall also have and re-
4 cover from the defendants, jointly and severally, the additional amount of \$ 65,000 as
5 liquidated damages hereby found to be due under the FLSA.

6 6. To accomplish the requirements of Paragraphs 4 and 5, Defendants shall
7 deliver to the Wage and Hour Division, United States Department of Labor, 915 Wil-
8 shire Blvd, Suite 960, Los Angeles, CA 90017, the following:

9 a. On or before March 15, 2017, a schedule in duplicate bearing the name of
10 the corporate Defendants, employer identification number, address, and phone
11 number of the corporate Defendants and showing the name, last known (home)
12 address, social security number, gross backwage and liquidated damage amount
13 for each person listed in the attached Exhibit 1.

14 b. Defendants shall deliver to Wage Hour the payments set forth on the at-
15 tached Exhibit 2. Each payment shall be made by a check or money order and in-
16 cludes interest calculated at 1% per year on the unpaid balance until the balance is
17 paid in full. The checks for payments 1 through 13 shall have the Firm name and
18 "LDs + Int." written on it, payable to the order of the "Wage and Hour Div., La-
19 bor," and be delivered on or before the date the payment is due as set forth in Ex-
20 hibit 2. The checks for payments 13 through 35 shall have the Firm name and
21 "BWs + Int." written on each, payable to the order of the "Wage and Hour Div.,
22 Labor," and be delivered on or before the date the payment is due as set forth in
23 Exhibit 2.

24 c. In the event of any default in the timely making of any payment due
25 hereunder, the full amount due under the backwage and liquidated damages provi-
26 sions of this Judgment which then remains unpaid, plus post-judgment interest at
27 the rate of 10% per year, from the date of this Judgment until paid in full, shall
28 become due and payable upon the Secretary's sending by Certified mail a written

1 demand to the last business address of the defendants then known to the Secretary.
2 In addition, notice is to be provided to Defendants counsel Reza Gharakhani by
3 email at gharakhani@rostow.com. Defendants shall have Seven (7) business days
4 from receipt of the Secretary's written demand to cure any default prior to De-
5 fendants being deemed in breach of this Agreement.

6 d. The Secretary shall allocate and distribute the funds described in para-
7 graphs 4 and 5 less deductions for employees' share of social security and with-
8 holding taxes on the backwage amounts to the persons named in the attached Ex-
9 hibit 1, or to their estates if that be necessary, in his sole discretion, and any mon-
10 ey not so paid within a period of three years from the date of its receipt, because
11 of an inability to locate the proper persons or because of their refusal to accept it,
12 shall be then deposited in the Treasury of the United States, as miscellaneous re-
13 ceipts, pursuant to 29 U.S.C. § 216(c).

14
15 7. On or before February 1, 2020, a check or money order with the firm name
16 and "OT/CMP" written thereon payable to the order of "Wage & Hour Div., Labor," in
17 the amount of \$5,005.64 in payment of the civil money penalty assessed against the de-
18 fendants for overtime pay violations plus interest.

19 8. Defendants shall comply with the FLSA, and if not already in effect at the time
20 of entry of this Judgment, shall amend and maintain their payroll practices as follows:

- 21 a. Defendants shall implement a timekeeping system at each of their recy-
22 cling facilities in order to accurately record the number of hours worked
23 by each employee.
- 24 b. Defendants shall record all hours worked by employees in the payroll
25 records.
- 26 c. Defendants shall maintain all timecards and payroll records for a period
27 of not less than three years.
- 28

- 1 d. For each work week, Defendant shall sum the time indicated on the time
2 records recorded on the time clock by each employee to identify the time
3 worked each day and each workweek. Each pay period Defendant shall
4 prepare a statement of hours worked by each employee for each day,
5 week and pay period (“Work Hours Summary”). Such Work Hours
6 Summary shall state the regular rate, which shall be calculated in full
7 compliance with 29 C.F.R. §§ 778.108-09. Defendant shall calculate the
8 half-time premium for hours worked over forty in each work week by
9 dividing the regular rate in half.
- 10 e. Defendants shall reflect all amounts paid to employees, regardless of the
11 manner of payment, on the payroll records.
- 12 f. Defendants shall train all supervisors, managers and schedulers at the re-
13 cycling facilities regarding the requirements of this consent judgment
14 and shall provide a copy of this judgment to all supervisors, managers
15 and schedulers.
- 16 g. Defendants shall pay employees for all compensable waiting time.
17 Compensable time shall be defined as the time the employees are on the
18 premises of the recycling facilities during business hours and are availa-
19 ble to work with the exception for bona fide meal periods of at least 30
20 minutes during which the employees are completely free from work.
- 21 h. Defendants shall not alter or manipulate time or payroll records to re-
22 duce the number of hours actually worked by an employee.
- 23 i. Defendants shall not direct supervisors or payroll preparers to falsify
24 time or payroll records in any manner including reducing the number of
25 hours worked by employees.
- 26 j. Defendants shall not request, require or otherwise cause employees to
27 sign inaccurate time records.
- 28

1 k. Defendants shall not require or permit employees to work “off the
2 clock” either before or after their shift.

3 l. Defendants shall record all work performed by a single employee during
4 a pay period on one time card and not split up the hours worked on mul-
5 tiple time cards regardless of the number of locations, duties, or tasks
6 worked or performed by that employee.
7

8 9. Defendants, their officers, agents, servants, and employees and those persons
9 in active concert or participation with them, shall not in any way directly or indirectly,
10 demand, require or accept any of the backwages or liquidated damages from any of the
11 employees listed on the attached Exhibit 1. Defendants shall not threaten or imply that
12 adverse action will be taken against any employee because of the employee’s receipt of
13 funds due under this Judgment or any. Violation of this paragraph may subject the de-
14 fendants to equitable and legal damages, including punitive damages and civil contempt.

15 10. Defendants, their officers, agents, servants, and employees and those persons
16 in active concert or participation with them, shall not in any way violate Sections 11(a)
17 or 15(a)(3) of the FLSA, 29 U.S.C. §§ 211(a) and 215(a)(3). Defendants shall not termi-
18 nate, threaten to terminate, or imply that any employee will be terminated, reduce the
19 work hours, threaten to reduce the work hours, or imply that work hours will be reduced,
20 or retaliate or discriminate against any employee in any other way because the employee
21 has complained about violations of the FLSA, or because Defendants believe the em-
22 ployee has complained to the Secretary or cooperated in any way with an investigation
23 by the Secretary.

24 11. Within 10 days of the entry of this Judgment Defendants shall supply all of
25 their employees at the recycling facilities with copies of the attached Exhibit 3, which
26 summarizes, in English and Spanish, terms of this Judgment and the employees’ rights
27 under the FLSA. In addition, every six months thereafter, Defendants shall provide cop-
28 ies of Exhibit 3 to all employees then working at the recycling facilities. Further, De-

1 defendants shall provide copies of Exhibit 3 to any new hires. This provision shall be in
2 effect for a period of two years from the date of entry of this Judgment by the Court.

3 ORDERED that the filing, pursuit, and/or resolution of this proceeding with the
4 entry of this Judgment shall not act as or be asserted as a bar to any action under FLSA §
5 16(b), 29 U.S.C. § 216(b), as to any employee not named on the attached Exhibit 1 nor
6 as to any employee named on the attached Exhibit 1 for any period not specified therein;
7 and, it is further

8 ORDERED that each party shall bear its own fees and other expenses incurred by
9 such party in connection with any stage of this proceeding, including but not limited to
10 attorneys' fees, which may be available under the Equal Access to Justice Act, as
11 amended; and, it is further

12 ORDERED that this Court shall retain jurisdiction of this action for purposes of
13 enforcing compliance with the terms of this Consent Judgment.

14
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16
17 Dated: March 10, 2017.

_____/s/_____
Fernando M. Olguin
United States District Judge

1 For the Defendants:

2 The Defendants consent to the entry of
3 this Judgment, and waive notice by the
4 Clerk of Court:

5 For: Matig Corporation, d/b/a Cash 2 U

6
7
8 By:  _____

9 Michael Ameri

3/6/17
Date

10 Its: Owner

11
12 For: Michael Ameri

13
14
15 By:  _____

16 Michael Ameri, Individually

3/6/17
Date

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20
21 By:  _____

22 Amita Dugall, Individually and
23 For Angel's Recycling

3/6/17
Date

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28
CONSENT JUDGMENT

Page 9 of 18

1 Attorney for the Defendants

2 Reza I. Gharakhani, Esq.

3 Approved as to Form Only
4

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6 
7
8 Reza I. Gharakhani, Esq.
9 Rostow & Auster LLP
10 Suite 3850
11 2049 Century Park East
12 Los Angeles, California 90067
13 Telephone: (310) 772-0080
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3/8/17

Date

1 For the Plaintiff:

2 M. PATRICIA SMITH
3 Solicitor of Labor

4 JANET M. HEROLD
5 Regional Solicitor

6 DANIEL J. CHASEK
7 Associate Regional Solicitor

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9
10 

11 BORIS ORLOV, Attorney
12 Attorneys for the Plaintiff
13 U.S. Department of Labor
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3-9-17

Date

EXHIBIT 1

First Name	Last Name	Period Covered	Back Wages	Liquidated Damages	Interest	Total Due
Simon	Alcaraz	01/12/13 - 02/14/15	\$ 3,526.82	\$ 3,526.82	\$ 90.46	\$ 7,144.10
Alex	Alfero	03/30/13 - 06/15/13	\$ 222.75	\$ 222.75	\$ 5.71	\$ 451.21
Hector	Alvarez	01/12/13 - 02/02/13	\$ 50.00	\$ 50.00	\$ 1.28	\$ 101.28
Luis A.	Arana	02/09/13 - 01/31/15	\$ 4,950.22	\$ 4,950.22	\$ 26.98	\$ 10,027.42
Jose Miguel	Castillo	01/12/13 - 02/14/15	\$ 6,262.29	\$ 6,262.29	\$ 60.63	\$ 12,685.21
Jose	Daniel	04/20/13 - 06/22/13	\$ 182.13	\$ 182.13	\$ 4.67	\$ 368.93
Anderson	De Leon	11/16/13 - 11/15/14	\$ 3,028.65	\$ 3,028.65	\$ 77.69	\$ 6,134.99
Elizio	De Leon	03/22/14 - 11/08/14	\$ 827.81	\$ 827.81	\$ 21.23	\$ 1,676.85
Paul	De Leon	05/24/14 - 02/14/15	\$ 687.98	\$ 687.98	\$ 17.65	\$ 1,393.61
Carlos H.	Diaz	01/12/13 - 02/14/15	\$ 479.54	\$ 479.54	\$ 12.30	\$ 971.38
Alex	Flores	02/02/13 - 05/03/14	\$ 545.44	\$ 545.44	\$ 13.99	\$ 1,104.87
Santos	Garcia	12/28/13 - 01/24/15	\$ 1,739.63	\$ 1,739.63	\$ 44.62	\$ 3,523.88
Daniel M	Gonzalez	01/26/13 - 11/02/13	\$ 1,397.56	\$ 1,397.56	\$ 35.85	\$ 2,830.97
Marvin	Gonzalez	06/16/13 - 01/31/15	\$ 2,824.24	\$ 2,824.24	\$ 72.44	\$ 5,720.92
Pedro	Hernandez	01/12/13 - 02/14/15	\$ 1,953.44	\$ 1,953.44	\$ 50.11	\$ 3,956.99
Favio	Jimenez	01/12/13 - 05/18/13	\$ 312.06	\$ 312.06	\$ 8.00	\$ 632.12
Julius	Lyons	06/08/13 - 07/20/13	\$ 105.00	\$ 105.00	\$ 2.69	\$ 212.69
Manuel	Martinez	12/28/13 - 12/13/14	\$ 693.50	\$ 693.50	\$ 17.79	\$ 1,404.79
Baldo	Perez	02/09/13 - 01/31/15	\$ 7,476.88	\$ 7,476.88	\$ 191.79	\$ 15,145.55
Edgar	Perez	02/09/13 - 01/31/15	\$ 8,610.98	\$ 8,610.98	\$ 220.88	\$ 17,442.84
Moises	Pirir	01/12/13 - 02/14/15	\$ 7,887.03	\$ 7,887.03	\$ 202.31	\$ 15,976.37
Edgar N	Regal	06/15/13 - 09/28/13	\$ 243.50	\$ 243.50	\$ 6.25	\$ 493.25
Jose Daniel	Reyes	07/06/13 - 02/14/15	\$ 3,800.48	\$ 3,800.48	\$ 97.48	\$ 7,698.44
Juan	Rivera	12/28/13 - 02/14/15	\$ 1,806.38	\$ 1,806.38	\$ 46.33	\$ 3,659.09
Mario	Rivera	02/03/13 - 01/31/15	\$ 4,042.38	\$ 4,042.38	\$ 103.69	\$ 8,188.45
Vladimir	Rivera	01/11/14 - 08/02/14	\$ 256.81	\$ 256.81	\$ 6.59	\$ 520.21
Ruben	Tenerio	01/12/13 - 01/31/15	\$ 827.75	\$ 827.75	\$ 21.23	\$ 1,676.73
Enrique Manuel	Valdovinos	07/06/13 - 02/14/15	\$ 196.81	\$ 196.81	\$ 5.05	\$ 398.67
Angel	Vega	08/23/14 - 01/31/15	\$ 61.94	\$ 61.94	\$ 1.59	\$ 125.47
Total			\$ 65,000.00	\$ 65,000.00	\$1,667.28	\$ 131,667.28

EXHIBIT 2

Payment No.	Due Date	Amount Due	Interest Due	Total Payment Due	
Down Payment	3/15/2017	\$ 27,000.00		\$ 27,000.00	Liquidated Damages
1	3/15/2017	\$ 2,956.47	\$ 90.00	\$ 3,046.47	Liquidated Damages
2	4/1/2017	\$ 2,958.93	\$ 87.54	\$ 3,046.47	Liquidated Damages
3	5/1/2017	\$ 2,961.40	\$ 85.07	\$ 3,046.47	Liquidated Damages
4	6/1/2017	\$ 2,963.87	\$ 82.60	\$ 3,046.47	Liquidated Damages
5	7/1/2017	\$ 2,966.34	\$ 80.13	\$ 3,046.47	Liquidated Damages
6	8/1/2017	\$ 2,968.81	\$ 77.66	\$ 3,046.47	Liquidated Damages
7	9/1/2017	\$ 2,971.28	\$ 75.19	\$ 3,046.47	Liquidated Damages
8	10/1/2017	\$ 2,973.76	\$ 72.71	\$ 3,046.47	Liquidated Damages
9	11/1/2017	\$ 2,976.24	\$ 70.23	\$ 3,046.47	Liquidated Damages
10	12/1/2017	\$ 2,978.72	\$ 67.75	\$ 3,046.47	Liquidated Damages
11	1/1/2018	\$ 2,981.20	\$ 65.27	\$ 3,046.47	Liquidated Damages
12	2/1/2018	\$ 2,983.68	\$ 62.79	\$ 3,046.47	Liquidated Damages
13	3/1/2018	\$ 2,359.30	\$ 47.64	\$ 2,406.94	Liquidated Damages
		\$ 626.87	\$ 12.66	\$ 639.53	Back Wages
14	4/1/2018	\$ 2,988.66	\$ 57.81	\$ 3,046.47	Back Wages
15	5/1/2018	\$ 2,991.15	\$ 55.32	\$ 3,046.47	Back Wages
16	6/1/2018	\$ 2,993.64	\$ 52.83	\$ 3,046.47	Back Wages
17	7/1/2018	\$ 2,996.14	\$ 50.33	\$ 3,046.47	Back Wages
18	8/1/2018	\$ 2,998.63	\$ 47.84	\$ 3,046.47	Back Wages
19	9/1/2018	\$ 3,001.13	\$ 45.34	\$ 3,046.47	Back Wages
20	10/1/2018	\$ 3,003.63	\$ 42.84	\$ 3,046.47	Back Wages
21	11/1/2018	\$ 3,006.14	\$ 40.33	\$ 3,046.47	Back Wages
22	12/1/2018	\$ 3,008.64	\$ 37.83	\$ 3,046.47	Back Wages
23	1/1/2019	\$ 3,011.15	\$ 35.32	\$ 3,046.47	Back Wages
24	2/1/2019	\$ 3,013.66	\$ 32.81	\$ 3,046.47	Back Wages
25	3/1/2019	\$ 3,016.17	\$ 30.30	\$ 3,046.47	Back Wages
26	4/1/2019	\$ 3,018.68	\$ 27.79	\$ 3,046.47	Back Wages
27	5/1/2019	\$ 3,021.20	\$ 25.27	\$ 3,046.47	Back Wages
28	6/1/2019	\$ 3,023.72	\$ 22.75	\$ 3,046.47	Back Wages
29	7/1/2019	\$ 3,026.24	\$ 20.23	\$ 3,046.47	Back Wages
30	8/1/2019	\$ 3,028.76	\$ 17.71	\$ 3,046.47	Back Wages
31	9/1/2019	\$ 3,031.28	\$ 15.19	\$ 3,046.47	Back Wages

32	10/1/2019	\$ 3,033.81	\$ 12.66	\$ 3,046.47	Back Wages
33	11/1/2019	\$ 3,036.34	\$ 10.13	\$ 3,046.47	Back Wages
34	12/1/2019	\$ 3,038.87	\$ 7.60	\$ 3,046.47	Back Wages
35	1/1/2020	\$ 1,085.49	\$ 1.81	\$ 1,087.30	Back Wages
36	2/1/2020	\$ 5,000.00	\$ 5.64	\$ 5,005.64	Civil Money Penalty
TOTAL		\$135,000.00	\$ 1,672.92	\$136,672.92	

EXHIBIT 3

LEGAL NOTICE TO ALL EMPLOYEES

To resolve a lawsuit brought by the **Department of Labor**, the **United States District Court** entered an Order forbidding **Matig Corporation**, (d/b/a **Cash 2 U**), **Mr. Michael Ameri**, **Angel's Recycling** and **Amita Duggal** from violating the minimum wage and overtime requirements of the **Fair Labor Standards Act**. All employees who work in this establishment can help the employer not to violate the Court's Order. **If you think you are not being paid in accordance with the law, call the U.S. Department of Labor, Wage and Hour Division, at (213) 894-6375 and your name will be kept confidential.**

The **Fair Labor Standards Act** provides that all employees must be paid **minimum wage** for all hours worked. In addition, employees must be paid **overtime**, at a rate of time and one half their regular rate, for the hours they work over 40 in a workweek. All employees, whether they are paid **hourly** or on a **piece or flat rate** basis are entitled to overtime when they work over 40 hours.

1 All employees who are on the premises during business hours and are
2 available to work must be punched in on the time clock and must be paid for
3 this time. Meal breaks of at least 30 minutes during which the employee is
4 completely free from work are exempted from this requirement.
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7 The **Fair Labor Standards Act** prohibits retaliation against any em-
8 ployees who complain to the employer or Department of Labor about their
9 pay or work hours.
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1 **NOTICIA LEGAL A TODOS LOS EMPLEADOS**

2 Para resolver una demanda presentada por el Departamento de Trabajo,
3
4 el Tribunal Distrito de los Estados Unidos emitió una Orden prohibiendo
5
6 **Matig Corporation, (d/b/a Cash 2 U), Michael Ameri, Angel's Recy-**
7 **cling, Amita Duggal** de violar el salario mínimo, los requisitos de las horas
8
9 del sobre tiempo, las provisiones de investigación, y las provisiones contra la
10 represalia de La Ley De Normas Justas De Trabajo. Todos los empleados
11
12 que trabajan en este establecimiento pueden ayudar al empleador a no violar
13
14 la Orden del Tribunal. Si usted piensa que no le están pagando de acuerdo
15 con la ley, llame al Sección de Horas y Sueldos del Departamento de Trabajo
16
17 de los Estados Unidos a (213) 894-6375 y su nombre se mantendrá confiden-
18
19 cial.

20 La Ley De Norma Justas De Trabajo exige que todos los empleados de-
21
22 ban ser pagados el sueldo mínimo por todas las horas trabajadas. Además,
23
24 los empleados deban ser pagados el sobretiempo, a tiempo y medio de su tasa
25 del pago regular, por todas las horas trabajadas en exceso de 40 en una sema-
26
27 na laboral.
28

1 Todos los empleados que están en el establecimiento durante el horario
2 laboral del negocio y están disponibles para trabajar deben estar ponchados
3 en el reloj y deben ser pagados por este tiempo. Descansos para comer por lo
4 menos de 30 minutos y que están completamente libre del trabajo no requiere
5 ser pagados.
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8
9 La Ley De Normas Justas De Trabajo y la Orden emitida por el Tribu-
10 nal Distrito de los Estados Unidos han prohibido represalias contra cualquier
11 empleado que se queja de su pago o horas de trabajo.
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